

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (“Agreement”) is made effective as of January 1, 2023, by and among the City of Saint Paul and the City of West Saint Paul, political subdivisions of the State of Minnesota, hereafter collectively referred to as “Parties,” for mutual assistance in emergency situations.

WHEREAS, Minnesota Statute §471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting parties; and

WHEREAS, The Parties desire to be prepared to adequately address fire, flood, natural disaster, civil disturbance, or any other Emergency that may occur within the jurisdictions of the Parties; and

WHEREAS, In order to protect the public peace and safety, and to preserve the lives and property of people in each jurisdiction, the Parties agree to furnish Assistance to one another in the event of an Emergency pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreement contained herein and subject to the provisions of Minnesota Statute § 471.59, and all other applicable statutes, rules and regulations, the Parties hereby agree to furnish Assistance to each other upon the terms and conditions set forth in this Agreement.

I. Purpose

The general purpose of this Agreement is to enable the Parties and their respective law enforcement personnel to come to the aid of each Party to this Agreement as permitted in Minnesota Statutes §471.59 and Minnesota Statutes, Chapter 12. This Agreement is limited to the named Parties.

II. Definitions

The capitalized terms in this Agreement shall have the following meanings:

Assistance means the provision of law enforcement personnel, services, equipment, supplies and related resources.

Emergency means any disaster or a combination of circumstances that calls for immediate action to prevent a disaster, including, but not limited to, a multi-alarm fire; casualty involving the damage, collapse or destruction of private or public infrastructure; accident or incident involving one or more modes of transportation including, but not limited to air, rail, vehicular or watercraft; civil disorder or disturbance; release of contaminants or pollutants, hazardous substances or hazardous waste that necessitates the evacuation of occupants from structures or some defined

geographic area; any quarantine or limitation on the movement of persons due to disease or threat to health and safety of the general population; any threat to national security; “Disaster” and “Emergency” as defined in Minnesota Statutes §12.03, Subdivisions 2 & 3, respectively; and “Emergency” and “Major Disaster” as defined in 44 CFR Sections 206.2(a)(9) and (17) respectively.

Federal means the United States of America.

Incident Commander means the ranking peace officer designated by the Requesting Party to be responsible for overseeing the management of any Assistance and for the planning, logistics and finances at the field level during an Emergency.

Officer(s) means any law enforcement personnel of the Parties.

Party means a governmental unit as defined by Minnesota Statutes, §471.59, Subdivision 1.

Providing Party means the entity that provides mutual aid Assistance to the Requesting Party.

Providing Official means the person designated by a Providing Party who is responsible to determine whether and to what extent that Party should provide Assistance to the Requesting Party.

Requesting Party means the entity that requests mutual aid Assistance under this Agreement.

Self-Deployment means deploying resources without a request for mutual aid Assistance from a Requesting Party.

State means the State of Minnesota.

III. Assistance

A participating political subdivision may request Assistance (a “Requesting Party”) from the other participating subdivision (a “Providing Party”) to respond to an Emergency or as a participant in drills or exercises authorized under legislation or this Mutual Aid Agreement. A request for Assistance shall be made by a Requesting Party to a Providing Party by contacting the Providing Official or their designee. Requests may either be verbal or in writing. Any verbal requests will be followed by a written request made by the Requesting Party to a Providing Official or their designee as soon as practical or within such period of time as provided by law.

Requests and responses to requests under this Agreement are limited to law enforcement personnel assistance services, equipment, supplies, and related resources.

In the case of an Emergency for which a Requesting Party will seek reimbursement of costs from the Federal Emergency Management Agency (FEMA) or the State of Minnesota, a Requesting Party shall make the request for Assistance to each Providing Party and the Incident Commander shall monitor and oversee the documentation of the performance of Emergency work and the documentation of reasonable and reimbursable costs of a Providing Party in accordance with the FEMA Disaster Assistance Policy and will disburse the Federal share of funds owed to a Providing Party.

In response to a request for Assistance under this Agreement, a Providing Party may authorize and direct personnel to provide aid to a Requesting Party. The Providing Party shall provide personnel who possess the required qualifications along with the equipment and supplies of the Providing Party to a Requesting Party at the discretion of the Providing Party within the scope of aid deemed necessary by a Requesting Party and the Incident Commander.

IV. Limitations

A Party's decision to provide Assistance in response to, or recovery from, an Emergency, or in authorized drills or exercise is subject to the following conditions:

- A.) Any Party may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction.
- B.) Any Providing Party may recall Assistance at any time in the best interests of that Party.
- C.) Emergency response personnel of a Providing Party shall follow the policies and procedures of the Providing Party and will be under the Providing Party's command and control but will follow the operational direction of the Incident Commander and be subject to the incident management system of the Requesting Party.
- D.) Assets and equipment of a Providing Party shall remain under the control of the Providing Party but shall be under the operational control of the Incident Commander within the incident management system of the Requesting Party.
- E.) This Agreement is intended to authorize requests for assistance in emergency or other specifically requested situations. Nothing in this Agreement shall be construed as authorizing requests for assistance by one Party of the other Party for routine activities.

V. Compensation

The Requesting Party and any Providing Party will each be responsible for its own costs and compensation for any Assistance arising from any Emergency that may occur during the Term of the Agreement except as set forth below.

Unless the Emergency is eligible for reimbursement, a Providing Party shall be responsible for the costs and compensation of its personnel, equipment, and supplies. A Providing Party shall make

no demand to a Requesting Party for the reimbursement of the costs or expenses of the Providing Party for Assistance rendered pursuant to this Mutual Aid Agreement. For an Emergency that is eligible for reimbursement of costs, the labor force expenses of a Providing Party will be treated as contract labor, with costs of all wages, including overtime and fringe benefits, eligible for reimbursement.

Notwithstanding the above paragraphs in this Section, a Requesting Party may reimburse a Providing Party that has provided Assistance pursuant to this Mutual Aid Agreement. A Requesting Party that is willing to reimburse a Providing Party for Assistance rendered under the terms of this Mutual Aid Agreement, may do so after receipt of an itemized bill from the Providing Party for the actual cost of any Assistance provided. The charges for Assistance provided pursuant to this Agreement will be based upon the actual costs incurred by the Providing Party, including salaries or wages, overtime, materials, supplies and other necessary expenses, except that the Parties agree that the Federal Emergency Management Agency equipment rates will be used as the basis for equipment charges whenever possible.

If a local, State, or Federal Emergency is declared, a Requesting Party may reimburse a Providing Party for Assistance rendered under the terms of this Agreement. Any Providing Party will submit to a Requesting Party an itemized bill for the actual cost of any Assistance provided as described above. A Requesting Party is responsible to take all steps it deems necessary to seek reimbursement from the United States of America, the State of Minnesota, or other sources, to the extent that such reimbursement is available, for expenses it incurs for services provided pursuant to this Agreement. Should funding become available, a Requesting Party may reimburse a Providing Party to the extent possible under the terms of this Agreement. Any claims for reimbursement by a Providing Party must be made to a Requesting Party within 90 days after the expense is sustained or incurred.

No Party will be responsible for the reimbursement of Self-Deployment costs.

VI. Workers' Compensation

Each Party will be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or a program of self-insurance covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to bring a claim against any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

VII. Damage to Equipment

Each Party shall be responsible for damages to, or loss of its own equipment used to respond to an Emergency under this Agreement. Each Party waives the right to bring a claim against any other

Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

VIII. Term of Agreement

This Agreement shall be in full force and effect from January 1, 2023, through December 31, 2026, subject to Section XV Withdrawal of Party/Termination of Agreement.

IX. Liability and Indemnification

For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of a Providing Party are deemed to be employees (as defined in Minnesota Statutes, §466.01, Subdivision 6) of a Requesting Party.

A Requesting Party agrees to defend and indemnify a Providing Party against any claims brought or actions filed against a Providing Party or any officer, employee, or volunteer of a Providing Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.

For purposes of determining total liability for damages pursuant to Minnesota Statute § 471.59, the Parties are considered a single governmental unit and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statute § 466.01, subdivision 1.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Providing Party for claims arising within a Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

No Party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to the other Parties, or for recalling Assistance, both as described in this Agreement.

Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable State or Federal benefits to personnel who respond or render Assistance pursuant to an Emergency request and sustain injury or death in the course of, and arising out of, their employment and response or Assistance under this Agreement.

A Providing Party shall not be responsible for any injuries, damages or losses arising from the acts or omissions of personnel of a Requesting Party and its officers, employees, agents, and assigns.

X. General Compliance

All Parties agree to comply with all applicable Federal, State, and local laws and regulations governing any services provided under this Agreement.

XI. Accounting Standards and Retention of Records

A.) Accounting – All Parties agree to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices and as required by FEMA to properly account for expenses incurred under this Agreement.

B.) Retention of Records – All Parties will retain all records pertinent to expenditures incurred under this Agreement as required by the applicable records retention schedule.

XII. Data Practices

All Parties agree to comply with the Minnesota Government Data Practices Act and all other applicable State and Federal laws relating to data privacy or confidentiality. Each Party must immediately report to other Parties any requests from third parties for information relating to activities performed pursuant to this Agreement. Each Party agrees to promptly respond to inquiries from the other Parties concerning data requests. Each Party agrees to hold the other Parties, their officers, and employees harmless from any claims resulting from unlawful disclosure or use of data protected under state and Federal laws by the disclosing Party.

XIII. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement and any litigation which may arise under this Agreement.

XIV. Non-Discrimination

All Parties agree to comply with the provisions of all applicable Federal and State statutes and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes §181.59 and Chapter 363A.

XV. Withdrawal of Party/Termination of Agreement

A.) A Party may withdraw from this Agreement for any reason upon thirty (30) days written notice to the chief law enforcement officer for the other Party. A withdrawing Party shall pay all reimbursements/obligations owed to the remaining Party as stated under the terms

of this Agreement, to the date of withdrawal. The remaining Party shall also pay all reimbursements/obligations owed to the withdrawing Party as stated under the terms of this Agreement, to the date of withdrawal.

B.) This Agreement shall terminate upon expiration of the Term or by mutual written agreement of all Parties in the form of a resolution by the Party's governing body. Termination shall not discharge any liability of the Parties during the term of this Agreement.

XVI. Severability

Should a court of competent jurisdiction rule any portion, section, or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section, or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

XVII. Amendment

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Agreement, or their successors in office.

XVIII. Assignment

This Agreement is not assignable without the mutual written agreement of the Parties.

XIX. Entire Agreement

This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreement relating to the subject matter hereof, whether oral or written.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOR THE CITY OF SAINT PAUL

Approved as to Form

By: _____
Judy Hanson, Assistant City Attorney

Approved _____
Axel C. Henry, Chief of Police

Approved _____
Melvin Carter, Mayor

Approved _____
John McCarthy, Financial Services

Designee for purposes of receipt of Notice:

Title: _____

Address: _____

FOR THE CITY OF WEST ST. PAUL

Approved _____
David J. Napier, Mayor

Approved _____
Nathan Burkett, City Manager

Designee for purposes of receipt of Notice:

Nicole Tillander, City Clerk
1616 Humboldt Ave.
West St. Paul, MN 55118